

COTTONWOOD HEIGHTS

RESOLUTION NO. 2011-37

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR A MOUNTAIN TRANSPORTATION STUDY

WHEREAS, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) has been requested to enter into an interlocal agreement (the “*Agreement*”) with Salt Lake County (the “*County*”) in connection with a “Mountain Transportation Study” being performed by recognized expert Fehr & Peers, Inc. to analyze transportation alternatives that will better facilitate the public’s access to Big and Little Cottonwood Canyons (the “*Canyons*”) while protecting water source, wildlife and other natural values; and

WHEREAS, the City is located between the Canyons and therefore has a vested interest in transportation alternatives that will affect the Canyons and, by extension, the City; and

WHEREAS, the City’s governing body (the “*Council*”) met in regular session on 23 August 2011 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by UTAH CODE ANN. §11-13-202.5(3); and

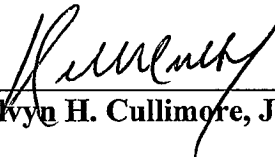
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2011-37, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of August 2011.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kervyn H. Cullimore, Jr., Mayor



Linda W. Dunlavy, Recorder

VOTING:

| | | |
|--------------------------|---|------------------------------|
| Kelvyn H. Cullimore, Jr. | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Gordon M. Thomas | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| J. Scott Bracken | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| E. Nicole Omer | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Tee W. Tyler | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |

DEPOSITED in the office of the City Recorder this 23rd day of August 2011.

RECORDED this 24th day of August 2011.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

COTTONWOOD HEIGHTS

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2011, by the between SALT LAKE COUNTY (the "County"), and the city of COTTONWOOD HEIGHTS (the "City"). The County and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, the County and the City desire to enter into an interlocal cooperation agreement to conduct a Mountain Transportation Study (the "Study");

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -314 (2010), to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City enter into the following agreement:

AGREEMENT

1. Project. The project shall consist of a Mountain Transportation Study to be conducted by Fehr & Peers, Inc., which was selected via a request for proposals, under County Contract No. PT11112, which is incorporated by reference. The purpose of the Study is to conduct an analysis of transportation alternatives that will better facilitate the public's access to Big and Little Cottonwood Canyons (the "Canyons") across all seasons while protecting the Parties' water source, wildlife and other natural values. Further, the Study will consider systems that create a more environmentally and economically sustainable transportation system in the Canyons and in the communities of southeast Salt Lake County.

2. Finance. The City agrees to contribute Eleven Thousand Dollars (\$11,000.00) (the "Payment") to the County to assist the County in procuring and paying for the necessary services to conduct the Study. At least one-half of the Payment will be paid within 30 days after the Parties' full execution and delivery of this Agreement. Any remaining balance of the Payment shall be paid by 31 July 2012.

3. Ownership. The Parties agree that all work performed shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product, e.g., writings, drawings, reports, any form of video or audio, etc. The Parties agree that all documents, in either physical or electronic form, may be subject to the provisions of the state's Government Records Access and Management Act, currently codified in UTAH CODE

ANN. §§ 63G-2-101 to -901 (2010). The County shall, however, provide at least seven copies of the completed study to the City promptly upon its completion.

4. Duration and Termination. This Agreement shall take effect upon full execution and delivery by the Parties, and shall terminate upon the performance by the parties of all their respective obligations described herein.

5. Separate Legal Entity. This Agreement does not create a separate interlocal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. §§ 63G-7-101 to -904 (2010). Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

The County: Salt Lake County Mayor
 2001 South State Street, N-2100
 Salt Lake City, Utah 84190

The City: Cottonwood Heights Manager
 1265 East Fort Union Boulevard, Suite 250
 Cottonwood Heights, Utah 84047

8. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

a. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other;

b. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

c. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.

d. The County designates Andrea Pullos, Project Manager, as representative to assist in the management of this Agreement. The City designates its manager, Liane Stillman, as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor or Designee

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2011, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

COTTONWOOD HEIGHTS

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

Approved as to Form and Legality:

By: _____
Wm. Shane Topham, City Attorney

Date: _____